

MEMORANDUM

November 1, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO.
MASS. R-56 FINAL DESIGNATION OF REDEVELOPER
AND AUTHORIZATION TO ADVERTISE FOR STRUCTURAL REPAIRS
RE-USE PARCEL RR-111, LOCATED AT 378 COLUMBUS AVENUE

SUMMARY: This memorandum requests that the Authority finally designate Liller Chastang as redeveloper of Re-use Parcel RR-111, located at 378 Columbus Avenue in the South End Urban Renewal Area. It is also requested that the Authority grant permission to advertise for structural repairs to the four-story brick building.

Mrs. Liller Chastang, a resident of 378 Columbus Avenue, was tentatively designated as Redeveloper of Re-use Parcel RR-111 in the South End Urban Renewal Area, Project No. Mass R-56, on December 14, 1978. Parcel RR-111 is located at 378 Columbus Avenue and consists of a four-story brick structure on approximately 1,302 square feet of land.

Mrs. Liller Chastang's submitted proposal calls for the rehabilitation of the four-story brick building at 378 Columbus Avenue into four-residential units. Mrs. Chastang also intends to occupy one of the residential units and lease the remaining three apartments as rental units.

The total development cost has been estimated at \$198,615.00. According to the financial information provided, it has been indicated that Mrs. Liller Chastang has a firm financial commitment of \$108,500.00 from the First National Boston Mortgage Corporation for construction/permanent mortgage. The Mayor's Office of Housing's Home Loan Program has qualified Mrs. Chastang as eligible for a maximum deferred loan of \$27,900.00. The Authority is expected to authorize up to \$32,000.00 towards structural repairs, and the remaining development cost will be borne directly by the developer, who's personal funds are available for this project.

In order to insure the viability of this project, it is further requested that the Director be authorized to advertise for bids for Structural Repair Work on the facade of the building. The restoration would be similar to the work performed on adjacent abutting structures in the Frankie O'Day Block which was authorized by the Authority on August 18, 1977.

Also, in compliance with all aspects and specifications of the Urban Renewal Plan, Mrs. Liller Chastang's submitted drawings have been reviewed and approved by the Authority's Design Department.

I, therefore, recommend that the Authority finally designate Mrs. Liller Chastang as redeveloper of Re-use Parcel RR-111 in the South End Urban Renewal Area. It is also recommended that the Authority grant permission to advertise for structural repairs to the four-story brick building.

An appropriate Resolution is attached.



RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: FINAL DESIGNATION OF REDEVELOPER
APPROVAL OF FINAL WORKING DRAWINGS AND SPECIFICATIONS
AND PROPOSED DISPOSITION OF PARCEL RR-111
IN THE SOUTH END URBAN RENEWAL AREA
PROJECT NO. MASS. R-56

WHEREAS, the Boston Redevelopment Authority, (hereinafter referred to as the "Authority"), has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance in the hereinafter identified Project; and

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. Mass. R-56, (hereinafter referred to as the "Project Area"), has been duly reviewed and approved in full compliance with local, State and Federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, sex, religion or national origin; and

WHEREAS, Liller Chastang has expressed an interest in and/or have submitted a satisfactory proposal for the development of Disposition Parcel RR-111 in the South End Urban Renewal Area; and

WHEREAS, the Authority is cognizant of Chapter 30, Sections 61 through 62H of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment:

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That Liller Chastang be and hereby is finally designated as Redeveloper(s) of Parcel R-111 in the South End Urban Renewal Area.
2. That it is hereby determined that Liller Chastang possess the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.
3. That disposal of said Parcel by negotiation is the appropriate method of making the land available for redevelopment.
4. That the Final Working Drawings and Specifications submitted by Liller Chastang for the development of Parcel RR-111 conform in all respects to the Urban Renewal Plan for the Project Area, and that said Final Working Drawings and Specifications be and hereby are approved.
5. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further, that all practicable feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.

6. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to advertise a contract for structural and facade repairs, the installation of new exterior stairs and other ancillary repair/clean out work at 378 Columbus Avenue.

7. That the Director is hereby authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver a Land Disposition Agreement and Deed conveying Parcel RR-111 to Liller Chastang, said documents to be in the Authority's usual form.

8. That the Secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(E) of the Housing Act of 1949, as amended, including information with respect to the "Redeveloper's Statement for Public Disclosure" (Federal Form H-6004).

HOME SAVINGS BANK

A Federal Mutual Savings Bank

INCORPORATED 1962-010379

IN ACCOUNT WITH

Account Number

Name ***Lillier Chastang OR

^{Owner}
Anita L. Reed Handy***

^{Co-owner}

Address

Street

City/Town

State

Zip

Soc. Sec. or Tax I.D. No.

418-16-0154

^{Owner}

Soc. Sec. or Tax I.D. No.

^{Co-owner}

Telephone Number

723-1600 (Home Savings)

Thank you for saving at Home Savings Bank, FSB. Your business is appreciated and we look forward to serving you for many years to come.

Regular Savings Account

A regular savings account can be held by individuals singly, jointly or in trust for someone else, and it can be opened by fiduciaries, organizations or corporations. The minimum amount with which to open a regular savings account is \$10.00. Please consult with the Bank for current deposit maximums.

Deposits and withdrawals may be made at any time by presenting this passbook to the Bank, or by mail, but be sure to send this passbook with your deposit slip or withdrawal order.

Interest is compounded daily from date of deposit to date of withdrawal provided a \$10.00 balance is maintained until the interest date. Interest is paid on the tenth of the month and can either be credited to your account, or a permanent order may be filed whereby a monthly or quarterly interest check is mailed to you or credited to another account.

If the Bank is required to withhold either state or federal income taxes from the interest earned on this account, then the Bank shall withhold such amounts as may be from time to time required by law.

Depositor acknowledges that the Home Savings Bank, FSB may, without giving further notice, record any telephone communication between the depositor and the Bank, whether such call is initiated by the depositor or by the Bank.

Your deposits, up to a maximum of \$100,000, are insured by the Federal Deposit Insurance Corporation (FDIC).

Please notify us immediately if you change your address, or if you lose this passbook.

NOT TRANSFERABLE EXCEPT ON THE
BOOKS OF THE HOME SAVINGS BANK, FSB

THIS ACCOUNT IS OPENED SUBJECT TO THE RULES AND REGULATIONS ESTABLISHED BY

HOME SAVINGS BANK, FSB

BOSTON, MASS. 02108

DATE	DEPOSITS	INTEREST	WITHDRAWALS	BALANCE
01 JUL84	\$12518.66		TRF	\$12518.66 900
		1		

PLEASE REMEMBER: A \$10.00 Balance must be left in this account until the 10th of the month in order

to receive interest from day of deposit to day of withdrawal.

		1		
--	--	---	--	--

THIS BOOK MUST BE PRESENTED FOR EVERY DEPOSIT
OR WITHDRAWAL. IF LOST, NOTIFY BANK IMMEDIATELY.
VERIFY ENTRY BEFORE LEAVING WINDOW.



First National Bank of Mobile

Affiliate First Bancgroup-Alabama, Inc., Member FDIC

STATEMENT OF ACTIVITY

STATEMENT DATE

09/12/84

CY

.13

MRS LILLIE CHASTANG DR
MS MARY L REED
20 CHERRYWOOD DR
STOUGHTON MA 02072

203 234 10

BALANCE LAST STATEMENT	8,206.89
0 DEPOSITS AND OTHER CREDITS	.00
INTEREST ON ACCOUNT	62.66
0 CHECKS AND OTHER DEBITS	.00
CHARGES	.00
BALANCE THIS STATEMENT	8,269.55

CHECKING ACCOUNT TRANSACTIONS

DATE	DEBITS	CREDITS	DESCRIPTION
09/12		62.66	INTEREST EARNED
			INTEREST CREDITED YTD 252.24

DAILY BALANCE INFORMATION

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
08/13	8206.89	09/12	8269.55		

FIDELITY DAILY INCOME TRUST

PAGE 1

MARY L REED
LILLER CHESTANG JT TEN
20 CHERRYWOOD DR
STOUGHTON MA

02072

MINIMUM
\$500

31

2954253
ON FILE

31 0002954253 20 015

SEP. 1984

FIDELITY DAILY INCOME TRUST

CHESTANG-L

2954253

31

		BEGINNING BALANCE			25,799.670
06/11	06/11	CHECK REDEMPTION	1,000.00-	1.00	1,000.000-
06/21	06/21	PURCHASE	500.00	1.00	500.000
06/30	07/01	INCOME DIVIDEND	212.33	1.00	212.330
06/30	07/01	SERVICE CHARGE	3.00-	1.00	3.000-
07/26	07/26	PURCHASE	500.00	1.00	500.000
07/31	08/01	INCOME DIVIDEND	230.87	1.00	230.870
07/31	08/01	SERVICE CHARGE	3.00-	1.00	3.000-
08/09	08/09	PURCHASE	3,000.00	1.00	3,000.000
08/31	09/01	INCOME DIVIDEND	255.65	1.00	255.650
08/31	09/01	SERVICE CHARGE	3.00-	1.00	3.000-
09/30	10/01	INCOME DIVIDEND	260.39	1.00	260.390
09/30	10/01	SERVICE CHARGE	3.00-	1.00	3.000-

REINVEST	REINVEST	0	29,746.910	29,746.910
CURRENT MARKET VALUE IS		\$29746.91	BASED ON 09/30/84	PRICE \$1.00
YTD FEE AMOUNT	30.00			

04-6343201

1.972.28

1,972.28



City of Boston
Neighborhood
Development and
Employment Agency

Office of Housing
26 West Street
Boston, Massachusetts 02111
617-25-3179

August 16, 1984

Mr. William Mendes
South End Project Coordinator
Boston Redevelopment Authority
City Hall
Boston, Mass.

Subject: 378 Columbus Avenue
380 Columbus Avenue

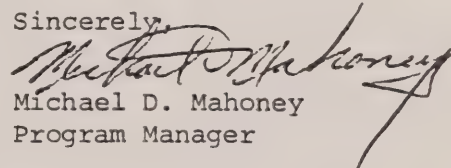
Dear Mr. Mendes,

Please be advised that the City of Boston, N.D.E.A./Housing Division is prepared to commit a subsidy amount of \$27,920 each towards the rehabilitation of the subject properties.

This commitment is dependent upon the ability of the designated developer to obtain a loan from a private lending institution and provided they meet all other eligibility requirements.

If you have any further questions please call Leo Conley at 725-3594.

Sincerely,


Michael D. Mahoney
Program Manager

cc: L. Conley
File



FIRST NATIONAL BOSTON MORTGAGE CORPORATION

20 - 25 WELLS AVENUE

NEWTON, MASSACHUSETTS 02159

OCTOBER 4, 1984

LILLIER CHASTANG

20 CHERRYWOOD DRIVE
STOUGHTON, MA 02072

RE: 379 COLUMBUS
BOSTON, MA 02113

We are pleased to inform you that your application for a residential mortgage loan of \$ 108,500.00 , primarily secured by the improved real property identified above, has been approved upon the following terms and conditions:

1. The interest rate will be set 5 days prior to closing based on the rate schedule then in effect for First National Boston Mortgage Corporation. Interest on the loan will accrue for a term of 30 years.
2. You will be obligated to make monthly payments of the items set forth below. The amount of principal and interest estimated below is based on the interest rate of 14.000% currently in effect for First National Boston Mortgage Corporation.

Principal and Interest(estimated)	\$ 1,295.59
Real Estate Tax Escrow(estimated)	\$ 333.33
Hazard Insurance Premium Escrow(estimated)	\$ 100.00
Private Mortgage Insurance Premium Escrow	\$ 0.00
Total Monthly Payment(estimated)	\$ 1,718.92

The interest rate in effect 5 days prior to closing and your monthly principal and interest amount may differ significantly from the interest rate and estimated principal and interest stated above. Sums payable to escrow on account of real estate taxes, hazard insurance premiums and other estimated items may be adjusted from time-to-time throughout the term of the loan as the amounts payable change.

3. We must receive the following:
A non-refundable origination fee of \$1,095.00 paid by borrower at acceptance of commitment.
A commitment fee of \$1,095.00 payable at loan closing.

RECEIVED
OCT 10 1984

SOUTH END

4. Your closing attorney will be:
SAMUEL D. SHIRO
294 WASHINGTON STREET
BOSTON, MA. 02108
617-542-3491
5. An accepted copy of this letter of commitment, together with origination fee provided for in paragraph 3 hereof must be received by First National Boston Mortgage Corporation on or before OCTOBER 11, 1984 , or this commitment will be cancelled. If, a material adverse change in your financial condition or the condition of the real property should occur before loan closing, First National Boston Mortgage Corporation reserves the right to terminate this commitment and return the origination fee forthwith.
6. If the loan closing does not occur by May 4, 1985 , this commitment will expire. An extension may be granted upon written request made five days prior to the expiration of this commitment. Upon extension, there may be additional charges for updating the property appraisal and credit information.

THE FIRST NATIONAL BOSTON MORTGAGE CORPORATION

7. All costs and expenses incurred with respect to this transaction including but not limited to survey fees, recording fees, title insurance policies and fees and expenses of our closing attorney shall be paid by you, whether or not the loan closing is ever held.
8. First National Boston Mortgage Corporation shall be furnished with a mortgagee policy of title insurance written in an amount equal to the amount of the mortgage loan and issued in such form and containing such terms, conditions and exceptions as shall be approved by our attorney.
9. The property upon which our mortgage lien will be placed will be occupied by you as your primary residence in compliance with any and all federal, state or municipal laws, rules, regulations or ordinances.
10. The following hazard insurance items will be required at closing:
 - a. A fire and extended coverage insurance policy providing coverage for the property on which our mortgage lien will be placed in an amount equal to at least the amount of the mortgage loan or 80% of the property's replacement value as determined by the Corporation's appraiser, whichever is greater. If this is a condominium, a certificate of insurance under the master casualty insurance policy covering your condominium in an amount at least equal to the amount of the mortgage will be required at closing;
 - b. A mortgagee clause adding the mortgagee's insurable interest to all hazard and flood policies, worded as follows:

"First National Boston Mortgage Corporation, its successors and assigns, as their interest may appear

P.O. Box 1412
Boston, MA 02104;"
 - c. A payment receipt from your insurance agent or company showing that the first year's premiums for all hazard and flood policies have been paid in full must be received by our attorney five days prior to closing;
 - d. Each Hazard Insurance Policy must be written by an insurance carrier that has no less than a Class VI financial category rating in Best's Key Rating Guide;
 - e. The maximum deductible clause should be:

-for single-family properties - \$250.00 or 1% of the original loan amount, whichever is higher;

-for 2 to 4 family properties - \$1,000.00 or 1% of the original loan amount, whichever is less;

The deductible clause may apply to either fire, extended coverage, or both.
11. Flood Insurance may be required if a determination is made that the property described above is located in a HUD-FIA designated flood area.
12. First National Boston Mortgage Corporation must be furnished with a Certificate of Compliance from the Fire Department acknowledging the property is in compliance with the smoke detector provisions of Massachusetts General Laws, Chapter 148, section 26F, at closing.

THE FIRST NATIONAL BOSTON MORTGAGE CORPORATION

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13. The following supplemental requirements must be satisfied five days prior to closing:

- 1) Completion of construction as per plans & specifications accepted by FNBMG.
- 2) Issuance of Certificate of use & occupancy by the proper authority.
- 3) Satisfactory reverification of all employment, deposit, and credit information prior to closing the permanent mortgage.
- 4) Satisfactory recertification of appraisal.
- 5) Satisfactory release and/or subordination from the Boston Redevelopment Authority and the City of Boston Neighborhood Development & Employment Agency.
- 6) If rate exceeds 14% at time of rate adjustment this commitment is void.
- 7) Source of funds on recently opened accounts with Home Savings Bank and First National Bank of Mobile
- 8) Operating expense statement for Gattie Ave. property and current tax bill
- 9) Current tax bill for Land in Mobile

Very truly yours,

By: James M. Wetzel
James M. Wetzel

Gentlemen:

I have read the foregoing commitment letter and I hereby accept your offer to loan me the amount herein stated. I agree to be bound by the terms and conditions set forth in this commitment.

Oct 5, 1984
Date

Liller Chestang - by Mary Reed
Borrower per power of attorney

Date

Co-borrower

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

Abbreviated Form of Agreement Between Owner and Contractor

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM

1978 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

This document includes abbreviated General Conditions and should not be used with other General Conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 16th day of August in the year of Nineteen
Hundred and Eighty-Four

BETWEEN the Owner: Liller Chastang
378 Columbus Avenue
Boston, Massachusetts 02118

and the Contractor: PBK Development Company, Inc.
675 Tremont Street
Boston, Massachusetts 02118

the Project: 378 Columbus Avenue, Boston, Massachusetts

at the Architect: Paul Curtis
13 Dwight Street
Boston, Massachusetts 02118

The Owner and the Contractor agree as set forth below.

Copyright 1936, 1951, 1958, 1961, 1963, 1966, 1974, © 1978 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States
and will be subject to legal prosecution.

ARTICLE 1
THE WORK

- 1.1 The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The proper construction and completion of all work specified for the Project in the Contract Documents relating to the rehabilitation and renovation of the 378 Columbus Avenue property, including without limitation all exterior Work on the Project.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The Work to be performed under this Contract shall be commenced within 15 days of the last to*

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than eight(8) months thereafter.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

- * occur of the following events: (a) final approval of this Contract and the Contract Documents by the Boston Redevelopment Authority and the Mayor's Office for Housing of the City of Boston; (b) conveyance of title to the Project premises to the Owner; (c) closing of the construction/permanent loan by Owner and its Lender; and (d) issuance of a building permit for the Work.

ARTICLE 3
CONTRACT SUM

- 3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of \$182,215.00 which Contract Sum shall include all sales, consumer use and other similar taxes as required by law.

- ~~3.2--The Contract Sum is determined as follows:~~

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14

TIME

14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

14.2 The Date of Substantial Completion of the Work is the date certified by the Architect when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

14.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, avoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, not exceeding the length of such delay.

ARTICLE 15

PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.

15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. not specifically accepted by Owner

15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work ~~appearing after Substantial Completion~~, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. in writing

ARTICLE 16

PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17

INSURANCE

17.1 Contractor's liability insurance shall be purchased

and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

17.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

17.5 The Owner shall file ^{certificates} ~~proof~~ of all policies with the Contractor before an exposure to loss may occur.

17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.

ARTICLE 18 CHANGES IN THE WORK

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect, ~~the BRA and the Mayor's Office for Housing.~~

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19 CORRECTION OF WORK

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of ~~Substantial~~ ^{Final} Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. ~~The obligations of this Paragraph 19.1 shall survive the termination of the contract.~~

ARTICLE 20 TERMINATION OF THE CONTRACT

20.1 If the Architect fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, may make good such deficiencies and may deduct the cost thereof including compensation for the Architect's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

1. Substantial Completion shall be deemed to have occurred when a Certificate of Substantial Completion is issued by the Architect, subject to punchlist.
2. Final Completion shall mean completion of all punchlist items specified by Architect at the time of Substantial Completion.
3. Contractor will obtain a partial certificate of occupancy for each apartment as soon as reasonably possible and Owner shall be entitled to rent such apartment; provided that Contractor shall not be required to install appliances in any apartment until three (3) business days prior to tenant occupancy.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

PBK DEVELOPMENT COMPANY, INC.

L. Chastang - by Mary L. Reed
LILLER CHASTANG

SCHEDULE A

PBK DEVELOPMENT COMPANY, INC.
675 Tremont Street
Boston, Massachusetts 02118

16 August 1984

PLANS AND SPECIFICATIONS FOR CONSTRUCTION AT 378 COLUMBUS AVE.,
BOSTON, MASSACHUSETTS

Part A. Plans for building at 378 Columbus Avenue,
as drawn by Paul Alden Curtis, AIA, dated
November 10, 1983

<u>Sheet #</u>	<u>Title</u>
A1	Floor plans
A2	Floor plans and room elevations
A3	Front and side elevation
E1	Electrical plans
E2	Electrical plans

Part B. PBK Development Company, Inc. Work Description
dated August 16, 1984, attached hereto.

Part C. Boston Redevelopment Authority work write-up
dated May 18, 1984, attached hereto.

PBK DEVELOPMENT COMPANY, INC.
675 Tremont Street
Boston, Massachusetts 02118

16 August 1984

WORK DESCRIPTION FOR CONSTRUCTION AT 378 COLUMBUS AVENUE, BOSTON, MA

I. Demolition and Site work:

Secure building permits
All demolition according to plans
Landscaping to consist of grading front and back yards
Install curb in front yard without metal fencing.
Job site to be left clean and free of debris

II. Masonry and Concrete:

All work to be done according to plans

III. Mechanicals:

Electrical work to be done according to plans
Plumbing work to be done according to plans
Cast iron bath tubs
PVC drains and waste lines
Venting to be done according to plans

IV. Carpentry (framing):

Frame all floors, walls, and ceilings according to plans

V. Moisture Protection:

Install new asphalt shingle roofing on mansard
Repair remaining roofing
Insulate all areas according to plans

VI. Wall and Ceiling Finishes:

Painting to consist of one primer and one finish coat
Paint to be one color selected by owner from contractor's selection
Ironwork to receive one primer and one finish coat
Tub surrounds to receive ceramic tile
Walls and ceiling to receive exposed gypsum board

VII. Floor Finishes:

Quarry tile installed in foyers
Baths and kitchens to receive vinyl
All remaining areas according to plans
Carpeting to be installed with foam padding over 2 existing layers
of subflooring
Carpeting based on installed price of \$12.00 per square yard

CONTINUATION OF WORK DESCRIPTION FOR 378 COLUMBUS AVENUE, BOSTON, MA

IIX. Millwork:

All millwork to be done according to plans
Apartment entrance door to receive Schlage F series locksets and
deadbolts

IX. Carpentry (finish):

All trim according to plans
Repair stairs and handrails

X. Exterior Finishes:

Apply one coat of the same color finish paint to all previously
painted surfaces
Apply one primer and one finish coat to all previously unpainted
surfaces
Repair existing firebalconies on 378 Columbus Avenue

XI. Specialities:

Install bath accessories according to plans
Medicine cabinets to have one over-cabinet fluorescent light
Install mailboxes for all units

Note: All work not described here will be done according to plans.

WORK WRITE- UP

May 18, 1984

Homeowner: _____ Telephone No.: Arch. Paul Curtis
423-7896
Property Address: 378 Columbus Avenue Rehab Specialist: R.B. McGilvray
Occupancy: 4 Dwelling Units Bid Opening Date: _____

Mass. R-16 South and Urban Renewal Area

GENERAL NOTES:

1. All work must be done in accordance with the "Basic General Conditions and Specifications" dated April 1970, and prepared by the Boston Redevelopment Authority.
2. All work to be done shall be subject to the regulations contained in the Commonwealth of Massachusetts State Building Code.
3. Permits and Licenses shall be supplied by the Contractor unless otherwise specified.
4. The Contractor shall be permitted to work a minimum of eight (8) hours a day.
5. All measurements are approximate and are to be verified by the contractor on the job.
6. All exterior repair work shall be covered with a prime coat of lead-free paint.
7.
 - a. All stairwell walls, walls and ceilings separating apartments, shall be fire rated sheetrock or gyp. board and plaster. All stairwell walls shall be insulated with full 3-1/2" batt insulation.
 - b. All doors into stairwell shall be solid core, 1-3/4" thick, w/closer, cylindrical key knob lockset, police lock with cylinder.
8. All dwelling units and public spaces shall be "finished" under the contracts, as: wallpapering, painting of trim and finish of floors and ceilings. The owner will select colors throughout.
9. Wallpaper shall be carried at \$4.00 per roll, unless otherwise specified in this Work Write-Up, and shall not be applied over another layer.
10. The use of lead paint is prohibited - interior and exterior.

11. Debris shall not be permitted to accumulate, and the work shall at all times be kept satisfactorily clean.
12. The decision for locations of any electrical outlets will rest with the property owner provided said locations meet the Electrical Codes of the Commonwealth of Mass.
13. When the puncturing of walls or ceilings is necessary to facilitate the fishing or installation of electrical lines or circuits, the areas which are involved must be refinished to their former condition.
14. Labor for installation of all items shall be included in the contract price, including those items listed "Allowances", if any.
15. By signing the contract agreement, the Homeowner and Contractor accept the Final Work Write-Up and any addendum thereto in whole. After contract signing, no changes can be made on the work listed by either the Homeowner or the Contractor with the exception of any unforeseen work as approved in an amendment to the contract endorsed by the Homeowner and the Contractor.

PART I

DESCRIPTION OF WORK:

Front Facade

1. The intent of this part of the contract is to repair the front structural faults in this building, repair cornice work, window and door openings, and to remove store fronts and repair or replace dormer and bay windows and construct new exterior masonry stairs.
2. In general, this work will be performed in accordance with the technical specifications contained herein and with the details shown on the architectural drawings dated March 14, 1984.
3. Additional details of the construction must be determined by the contractor as work proceeds.
4. It is intended that the stone masonry steps, at No. 378 Columbus Avenue must be constructed to conform with the steps at No. 376 Columbus Avenue.
5. The new masonry steps shall include the cost of labor and materials necessary to construct the flight of stairs using a cast-in-place reinforced concrete structural frame and shall be finished in a sand or broom finish and painted with a masonry paint of a color that will be compatible with the lintels and sills. The concrete masonry stairs shall match as closely as possible the stairs at No. 376 Columbus Avenue. The cheeks or side areas under the stairs shall be filled in with brick masonry. The canopy, casing and headers at the new main entrance doorway may be constructed of wood, framed and milled to match as closely as possible the adjacent doorway at No. 376 Columbus Avenue.

NOTE: a. In the above instance, there shall be provided a street level doorway and accessway underneath the new flight of exterior stairs.

- b. Gray limestone as specified here may be obtained at the Plymouth Quarry Company of Hingham.

The contractor shall make every effort to minimize damage or disturbance of existing construction during all his operations. All damages of whatever nature resulting from his operations will be repaired to the Specifications where applicable and in accord with good standard practice in the applicable field where specific provision is not made in the Specifications for such required work.

Specific requirements, by category of construction, are indicated below.

DEMOLITION:

1. In general, demolition work shall include removing the old slate covering on the mansard, cornice work, flashings, gutters, conductor pipes, loose trim, window sash and loose masonry. Debris shall be removed from the premises. The salvage value of the slate belongs to the contractor.
2. The store front construction at the first and second floors shall be removed.

Care shall be taken to properly support the existing masonry or wood frame construction above the store front while the demolition takes place. This may be accomplished by means of needling or otherwise transferring the load around the demolition work.

3. Ornamental or structural cornice work shall be removed where it is loose, rotted or deteriorated. In cases where all of the ornamental trim must be removed, sample or typical detail pieces shall be saved and used as a model when reconstructing the new cornice and cornice detail.
4. Where plywood has already been installed in the window openings, it shall be removed during demolition and construction, and saved.

MASONRY:

1. The work covered under this section shall include the sections where the masonry has fallen out; the repair and reconstruction of window and door sills, headers and lintels; the repair and reconstruction of supporting piers, corbels, and ledges where necessary, and the reconstruction of the Bay Windows facing on Columbus Avenue where the storefronts have been removed. Brownstone facades shall be repaired to match the existing as closely as possible; color to match No. 376 Columbus Avenue.
2. The method of new exterior front stair construction falls within the scope of the masonry section.

3. Stone lintels and sills shall be repaired where possible or shall be replaced by cast-in-place concrete masonry units. Detailed masonry work such as stone belt lines, lintels, arches and bay window construction, shall match the existing and adjacent as closely as possible when repaired or replaced.
4.
 - a. Fill voids in front foundation below sidewalk with 12" cement blocks. Waterproof front of foundation and back fill with bank run gravel. Repair sidewalk as required with concrete.
 - b. Front wall shall be rebuilt with 12" cement block, stuccoed over and colored to match the front wall (brownstone) at No. 376 Columbus Avenue. The first floor set-up on windows and doors shall match the first floor of No. 374 Columbus Avenue.
 - c. The brick masonry wall between front entrances will be faced off and pointed to match the same section as Nos. 372-374 Columbus Avenue.
 - d. The abutting wall of No. 380 Columbus Avenue shall be repaired and washed down with acid and water where removal of the storefront exposes rough mortar and brick.

NOTE: Electrical, gas, and waterlines shall be brought inside of the basement walls before the start of demolition.

Rough Carpentry and Framing:

1. This section shall include all window and door framing, replacement of sheathing on the mansard if needed, temporary shores and braces, door and window boarding and all other carpentry work incidental or implied by the intent of this section.
2. Replace or strengthen tail piece rafters at cornices and mansard roof areas.
3. Repair or replace damaged framing at the bay windows and install new framing where first floor bays are to be constructed to match the upper floors. The woodwork shall be properly framed, closely fitted, accurately set to the required lines and levels and rigidly secured in place. Bay window construction may be cantilevered over sidewalks. Shims shall not be used for leveling on wood bearings.
4. All fram work for new exterior stairs, and cast-in-place lintels and sills, shall be part of this section.

Finish Carpentry:

1. This section shall include the reconstruction of cornices, bay windows, and mansard window trim.
2. Repair, replace, reconstruct the wood cornices completely, as needed or required. If special milling, shaping or finishing is required for replacement pieces, it shall be done. Material for the reconstruction of

wood frame bay windows shall be kiln dried, seasoned wood. Rotted or deteriorated pieces or sections shall be cut out or cut back to sound material. Splices are allowed if they can be finished to present a smooth, even surface, ready for paint.

Roofing:

1. The mansard roof is to receive completely new mineral surface asphalt strip shingles, which shall be black in color.

Flashing, Gutters, Conductors:

1. The work in this section includes installing new flashings, gutters, conductors, etc., that are being removed, except that the material may be as described elsewhere in this contract. The new gutters shall match the gutter on No. 376 Columbus Avenue and the conductor drain may be 26 ga. painted galvanized, tied into storm drains.
2. Window and door flashings shall be installed where needed.

Painting:

1. This work includes the furnishing of labor and materials necessary to paint certain wood, masonry or metal surfaces.
2. Exterior masonry sills, lintels, stairs and decorative trim, shall be painted to match the other similar buildings in the block.
3. Exterior wood trim at the cornices, bay windows, mansard and door hood shall be scraped if necessary, and painted two coats of non-lead paint.

Scaffolding, Safety Precautions

1. All scaffolding and shoring shall be of steel and of the heavy duty type for masonry work and shall be erected in conformity with the OSHA standards.
2. The contractor shall be responsible for the maintenance of the structural integrity of the building during the period of the demolition and structural repair of the building. Temporary bracing and shoring will be required and the contractor shall submit a plan of sufficient detail to show the method of shoring and bracing, to the property owner and their representative, for approval or comment before proceeding with this phase of the work.

Special Note:

1. All lintels and cornice detail that must be replaced, must match as close as possible that at No. 376 Columbus Avenue.
2. The front canopy brackets, or door hood support brackets, have been fabricated during the repair work performed on the Frankie O'Day Block. These brackets are available at the BRA Rehabilitation Office, City Hall. They may be picked up when needed.

3. Windows and doors will be installed under Exterior section, pp 12 and 13.

PART II

DESCRIPTION OF WORK:

1. The intent of this part of the contract is to clean out the interior of the structure, based on the plans for the rehabilitation and the Work Write-Up, and to construct a duplex apartment at the Basement and First or Ground Floor, and 3 one-bedroom apartments at floors 1, 2, and 3.

Demolition:

1. Remove all debris from premises, including abandoned furniture.
2. Remove old heating systems, furnace, pipes, radiators, etc.
3. Remove old bath and kitchen fixtures, stacks, vents, and piping.
4. Remove all old electric service and wiring.
5. Remove all old partitions not scheduled to remain, as shown on plans.
6. Remove all plaster and laths from property, including walls, party wall plaster, and ceilings as indicated.
7. Remove all windows, doors, and trim as shown on the plans and this Work Write-Up.
8. All debris must be removed from the premises.

Basement:

Basement Living Area: (One half of duplex unit)

1. Contractor shall patch all walls, floors, and ceilings, as required.
2. Install a new basement slab, from rear wall to front wall and carpet with pad.
3. Finish walls and ceilings in new gypsum board. Paint primer and two coats of latex paint.
4. Install a new solid core wood exterior door and frame, with appropriate hardware and deadbolt. Finish door in paint or other protective coating as specified by owner.

Kitchen:

1. Install the kitchen, as shown on plan, with full height partition around the counter and boxed-in pipe chase.

2. Install kitchen wall and base cabinets, as shown, complete with post formed formica counter top. Cabinets shall be stock model plastic laminate faced and counter top shall contain a 4" backsplash at the party wall side, and around the pipe chase.
3. Install a single bowl s.s. sink, with necessary controls and piping, and a new automatic garbage disposal unit.
4. Install a new 24" free standing electric range with oven below. Kenmore or equal. Color to be selected by the owner.
5. Install a new ductless range hood over the new range, to match the range and cabinet decor.
6. Install a new 14 cu.ft. frost-free refrigerator.
7. Install new sheet vinyl floor in kitchen area.

Stairs to Ground Floor:

1. Existing stairs to remain. Replace missing, damaged, or loose risers, treads, handrails, balusters, or skirt boards with new materials to match those removed.
2. Stair repairs shall include the railings at the ground level, top of stairs, and stair trim.
3. Paint stairs with two coats of oil base paint, as selected by owner.
4. Install carpet treads on the stairs so that a secure, tight, and neat job will result.

Closet:

1. Install a new closet, as shown. The new closet shall contain bi-fold doors (louvred) and trim, and be equipped with the standard coatpole and shelf. Apply two coats of latex paint.

Toilet:

1. Install a new 2-fixture toilet as shown. Walls to have moisture resistant gypsum board. Floor to be sheet vinyl.

Ground Floor: (One half of duplex unit)

1. Install new partitions as shown on plans.
2. Install new apartment entrance door as shown. New door shall be 1-3/4" solid core wood, with new wood frame and appropriate hardware.
3. New partitions shall be 2"x4" wood stud, 16" o.c., covered with gypsum wall board, painted with two coats of latex paint. Partitions against

masonry walls shall be 2"x4" wood stud, 16" o.c., with batt insulations, covered with gypsum wall board. Bathroom partitions/walls shall be water-resistant sheetrock.

4. Contractor shall patch all floors, as needed. Floors shall be made even and smooth, and free from squeaks, so that new wall-to-wall carpet may be installed.
5. Install closets as shown on plan. Closets shall have bi-fold doors and be equipped with a coat pole and shelf. Each closet door shall have the appropriate hardware, and be finished to enhance the natural wood.

Bathroom:

1. Install a 3-piece bath set, complete with shower head, piping, shut-offs and trim. Sink to be vanity type. All fixtures shall be American Standard or equal. Tub shall be cast iron, 5'-0", and toilet shall be of the elongated bowl type.
2. Install a 72" vanity base cabinet with a formica top.
3. Install a new medicine cabinet, complete with fluorescent side lights connected to a wall switch. Medicine cabinet shall be located in the wall above the vanity sink.
4. Install ceramic tile over new water resistant sheetrock, full height in the tub/shower area. Tile shall be American Olean, 4-1/4" x 4-1" ceramic, with necessary trim. (Grab bar, towel bar, soap dish, tissue holder, etc.) Color samples shall be submitted to owner for approval prior to purchase.
5. Install sheet vinyl on floor.
6. Install a new hollow core door with appropriate trim and bathroom passage set.
7. Finish as per previous specs for gypsum wall board, at walls and ceilings.

First Floor - This unit is typical at First, Second, and Third Floors.

1. Install new partitions as shown on plans.
2. New partitions shall be 2"x4" wood stud, 16" o.c., covered with skim coat plaster over blue board, painted with two coats of latex paint. Partitions against masonry walls shall be 2"x4" wood stud, 16" o.c., with fiberglass batt insulation, covered with gypsum wall board. Bathroom partitions/walls shall be water resistant sheetrock under tile areas.
3. Partitions in the public hallway shall be covered with "Firecode 60" or equal, to achieve a one-hour fire separation from the living units. Apartment entrance doors shall be 1-3/4" solid core wood doors, with appropriate hardware, locks, and self-closing devices (as mentioned earlier).

Kitchen: (Total of Three)

1. Three kitchens are the same in terms of layout, cabinets, appliances, and fixtures.
2. Install kitchen wall and base cabinets as shown, complete with post-formed counter top. Cabinets shall be stock model plastic laminate, and the counter top shall contain a backsplash where indicated.
3. Install a single bowl s.s. sink with necessary controls and piping, and a new automatic garbage disposal unit.
4. Install a new 24" free-standing electric range with oven below. Color to be selected by owner.
5. Install a new ductless range hood over the new range, to match the range and cabinet decor.
6. Install a new 12 cu.ft. refrigerator, frost-free type.

Bathroom: (Total of Three)

1. Install a 3-piece bath set, complete with shower head, piping, shut-offs, and trim. Sink to be vanity type, 18" bowl. All fixtures shall be American Standard or equal. Tubs shall be cast iron, 5'-0", and toilets shall be "Cadet" model.
2. Install a 30" vanity base cabinet with a formica top.
3. Install new medicine cabinets, complete with fluorescent sidelights connected to a wall switch. Medicine cabinets shall be located in the wall above the vanity sink.
4. Install ceramic tile over new water resistant sheetrock, full height in tub/shower area. Tile shall be American Olean, 4-1/4" x 4-1/4" ceramic, with necessary trim. Color samples shall be submitted to the owner for approval prior to purchase.
5. Install sheets vinyl on floor, over 5/8" exterior grade plywood, or as per manufacturers instructions.
6. Install a new hollow core door and frame, with appropriate trim and bathroom passage set.
7. Finish as per previous specs for skim coat plaster, at walls and ceilings.

Closets: (For Three Apartments)

1. Install closets as shown on plan. Closets shall have bi-folding doors, and shelves or shelf/coat pole as indicated. Each closet door shall contain the appropriate hardware and shall be finished to enhance the natural wood.

Interior Doors and Trim

1. Interior doors shall be hollow core, complete with passage set, and be finished to enhance the natural wood.
2. Door casings shall be flat wood throughout. Vinyl baseboards shall be installed in all rooms.

Floors:

1. Install pad and wall-to-wall carpet in the bedrooms, halls, and living rooms. Repair existing floors to receive new coverings.
2. Install sheet vinyl in the kitchens and baths.

Ceilings:

1. Install new gypsum wall board, one-hour fire rated.
2. Paint all ceilings with two coats of latex paint.

Stairs: (1st, 2nd, and 3rd Floors)

1. Existing stairs are to remain. Replace missing, damaged, or loose risers, treads, handrails, balusters, or skirt boards with new materials to match those removed.
2. Stair repairs shall include the landings, and railings at each level.
3. Paint stairway, wainscoating, and trim, with two coats of oil base paint, as selected by owner.
4. Install pre-cut rubber treads on the stairs and secured rubber hall runners, at each hallway.

Plumbing:

1. Remove all existing piping exposed or to be exposed during rehabilitation, and abandon existing piping where concealed.
2. Install a new 4" C.I. waste and vent stack, as indicated. Repair waterproofing where stack passes through roof.
3. Basement waste and drain lines shall be examined by the contractor for a determination of repair/replacement. Install 4" C.I. drains to connect exterior downspouts.
4. Repair water supply main at basement by installing new 3/4" Type "K" copper tubing at meter location as necessary, with required fittings and shut-offs.
5. Install all new water supply piping using Type "L" copper, complete with required fittings and shut-offs.

6. Piping 1-1/2" to 2" shall be scheduled 40 PVC. Water piping shall be Type "L" copper to each kitchen, bath, and laundry area.
7. Hangers and inserts shall conform to all codes, and tests of plumbing shall be made in a manner to conform to all codes.
8. Plumbing subcontractor shall obtain and pay for all permits.

Wiring:

1. Install 400 amp, 220 volt three wire electrical service, new main disconnect, five new meter sockets and troughs.
2. Install main feeds and circuit breaker panels in each apartment (4), and one circuit panel for public, our house use.
3. All wiring shall be concealed above ceilings, chased in walls, or below floors. The owner may determine if exposed wiring may be run in Wiremold in certain areas. Wiring shall be non-metallic sheathed cable, except in mechanical spaces.
4. Location of receptacles, switches, and lighting shall conform to the FHA Minimum Standards.
5. All kitchen receptacles shall be 20 amp. Install four (4) junction boxes and wiring for disposals.
6. Install emergency lights and wiring per State Codes.
7. Install smoke detectors and a fire alarm system per Fire Department requirements and the State Code.

Fire alarm system, horns, smoke detectors and wiring, shall be installed per manufacturers recommendations.

8. Install a new doorbell and intercom system; three units at top of stairs, front wall, and one unit under stairs at ground level. Mailbox and communication system shall be Nu-Tone or equal, entrance director and speaker. Each apartment will be wired to this system with speaker and door release buttons.
9. Heating to be by electric baseboard. Contractor shall size units, room by room and submit installation plan to architect for approval prior to installation.

Ductwork:

1. All duct systems shall conform to all State and Local Codes, and with the best practices of the sheet metal trades.
2. Kitchen and bathroom vents, fans, and wiring of controls, shall meet the State Sanitary Code requirements.

3. Install mechanical vents in the following locations:

Basement	- Kitchen Area
Ground Floor	- Bathroom
First Floor	- Kitchen and Bathroom
Second Floor	- Kitchen and Bathroom
Third Floor	- Kitchen and Bathroom

EXTERIOR - FRONT

1. Install new aluminum 2/2 windows in the existing and new window openings. Windows shall be complete new window and frame assembly, insulated, double hung, and with screens as manufactured by J.B. Sash & Door. Windows shall be weatherstripped, and dark brown in color.
2. Install new front doors at the Ground Level opening under the stairs, and at the main entryway at the First Floor.

Doors:

- a. New door and frame at ground level entrance shall be 3 x 7 solid wood flush with wood frame, and appropriate hardware.
 - b. New door and frame in opening under the stairs shall be solid wood, flush, with wood frame and appropriate hardware, including peep hole.
 - c. New doors at front entry shall match existing double entry doors at adjacent completed buildings in the Frankie O'Day Block, as closely as possible, including matching hardware (Panel Door #SD409 as manufactured by SUN-DOR or equal, with vinyl bulb weatherstripping and appropriate hardware).
3. Install new painted galvanized downspouts, connected to new drain lines.
 4. All exterior trim that requires painting, shall be painted under this section, and shall match the existing adjacent trim colors as closely as possible.

EXTERIOR REAR:

1. Install a new metal clad exterior door and frame, hardware and locks.
2. Install prime bronze aluminum thermopane double hung 2/2 windows in the existing openings.
3. Repair or replace existing fire balconies as required. Paint all iron work with one coat of metal prime, plus two coats of finish paint. Wire brush existing work before painting.
4. All exterior trim that requires painting on the rear wall, shall be painted under this section, and shall match the existing adjacent trim colors as closely as possible.

EXHIBIT A

SAMPLE DEVELOPMENT PRO FORMA FOR RENTAL PROPERTY(Estimates in 1983 Dollars using an
7% Annual Inflation Factor from 1982)378 Columbus Avenue
Boston, MA 02118

Acquisition Cost

Land and Building	<u>3,200</u>	<u>3,200</u>
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Construction Cost

Exterior Rehab	<u> </u>
Interior Rehab	<u> </u>

Total	<u>182,215</u>
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Related Costs

Architect/Engineering	<u>1,500</u>	
Legal	<u>1,500</u>	*
Accounting	<u> </u>	
Construction Loan Interest	<u> </u>	
(6 mos. at 14 % on 125,000)	<u>8,750</u>	
Real Estate Taxes	<u> </u>	
(Const. period)	<u>450</u>	
Insurance	<u>1,200</u>	
Title	<u>300</u>	
Total		<u>12,200</u>

Contingency (0.503% of \$ 198,615)	<u>1,000</u>
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Total Development Cost	<u>198,615</u>
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* previously paid

Permanent Loan Terms **

(Amount, %, and Term)	<u>125,000</u>	(12.75%) (30 yrs.)
Equity Participation		
(Amount and % of Total Development Cost)	<u>13,695</u>	(6.99%)
Equity Participation by Lender* (if applicable)	<u>27,920</u>	
Boston Redevelopment Authority Urban Renewal		
Funds for Exterior Rehab	<u>32,000</u>	
	<u>198,615</u>	

Total

* Subordinated Loan based on funds for Mayor's Office for Housing (\$6,980/Unit) which will become equity grant if property not transferred for 5 years

SAMPLE OPERATING PRO FORMA FOR RENTAL PROPERTY

(Estimates in 1985 Dollars using an
7% Annual Inflation Factor from 1982)

378 Columbus Avenue
Boston, MA 02118

Residential Income

<u>Unit Type</u>	<u>#</u>	<u>Rent/Year</u>	
One Bedroom	2	15,000	
Two Bedroom	1	<u>9,900</u>	
Total			<u>24,900</u>
Gross Potential Income			<u>24,900</u>
Vacancy			
Residential (2%)			(<u>490</u>)
Gross Effective Income			<u>24,410</u>
Operating Expenses (Cost to Management)		Residential \$ Total	
Maintenance		<u>250</u>	
Reserve for Replacement		<u>250</u>	
Heat, common areas only		<u>100</u>	
Electric		<u>280</u>	
Water & Sewer		<u>600</u>	
Insurance		<u>1,200</u>	
Total			(<u>2,680</u>)
Real Estate Taxes			
Residential		4,000*	(<u>4,000</u>)
Net Income Available for Debt and Return on Equity			<u>17,730.00</u>
Debt Service (12 3/4 % on \$125,000 for 30 years)			(<u>15,937.50</u>)
Cash Flow			<u>1,792.50</u>
Return on Equity			<u> </u>

* Estimated based on City of Boston rates for 4 family dwellings.

PBK DEVELOPMENT COMPANY, INC.
675 Tremont Street
Boston, Massachusetts 02118

Projects Completed
1981-1984

1. 7 Hanson Street, Boston, MA
Completed renovation begun by original developer;
4 condominiums;
Construction costs: \$180,000;
Square footage: 4,200.
2. 77 Worcester Street, Boston
Conversion of basement space to living/dining room
and kitchen (600 square feet);
Contract amount: \$24,000.
3. 68 Appleton Street, Boston
Complete renovation of building (3,000 square feet);
4 condominiums;
Contract amount: \$70,000.
4. 525-527-529 Columbus Avenue, Boston
Complete renovation of 2 buildings and partial on 3rd;
13 apartments, certified historic rehabilitation;
Contract amount: \$550,000.
5. 991 Centre Street, Jamaica Plain
Conversion of shed attached to house into living room
and kitchen;
Contract amount: \$18,000.
6. 70 Appleton Street, Boston
Complete restoration of building (3,200 square feet);
5 apartments, certified historic rehabilitation;
Contract amount: \$106,000.
7. 675 Tremont Street, Boston
Complete renovation of building (4,200 square feet);
6 condominiums: 5 residential and 1 commercial;
Construction costs: \$165,000.
8. 415 Massachusetts Avenue, Boston
Complete renovation of building (4,500 square feet);
5 apartments, certified historic rehabilitation;
Contract amount: \$171,000.
9. 216 West Springfield Street, Boston
Complete renovation of building;
4 apartments, certified historic rehabilitation;
Contract amount: \$125,000.

Peet, Bensley, and Knights
675 Tremont Street
Boston, Massachusetts 02118

Projects Completed
1980-1982

1. 514-516 Shawmut Avenue, Boston, MA;
3 rental apartments;
Purchased as partially renovated shell, rehabilitated
between May and September 1980;
Owned by W. James Peet, Peter D. Bensley, and David H.
Knights;
First mortgage - Newworld Bank, Boston, \$95,400, second
mortgage - Long and Hadge, Boston, \$12,000.
2. 29 Claremont Park, Boston, MA;
2 duplex rental apartments;
Purchased as shell in August 1980, construction from
November 1980 to October 1981;
Owned by 29 Claremont Park Associates, a Massachusetts
limited partnership. General Partners are W. James Peet,
Peter D. Bensley, and David H. Knights;
First mortgage - South End Mortgage Investors, Boston,
\$90,000.
3. 31 Claremont Park, Boston, MA;
2 duplex rental apartments;
Purchased as shell in August 1980, construction from
November 1980 to October 1981;
Owned by 31 Claremont Park Associates, a Massachusetts
limited partnership. General Partners are W. James Peet,
Peter D. Bensley, and David H. Knights;
First mortgage - South End Mortgage Investors, Boston,
\$90,000.
4. 37 Worcester Street, Boston, MA;
5 rental apartments;
Purchased as vacant shell in April 1981, construction
from June 1981 to February 1982;
Owned by 37 Worcester Street Associates, a Massachusetts
limited partnership. General Partners are W. James Peet,
Peter D. Bensley, and David H. Knights;
First mortgage - Fleet National Bank, Providence, R.I.,
\$142,500.

ARTICLE 4 PROGRESS PAYMENTS

- 4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

(Here insert payment procedures and provision for retainage, if any.)

Not later than 5 business days following the delivery of Certificate of Payment ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

- 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, ~~or in the absence thereof, at the legal rate prevailing at the place of the Project.~~

(Here insert any rate of interest agreed upon.)

ten percent (10%) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosure or waivers.)

ARTICLE 5 FINAL PAYMENT

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract, [General, Supplementary, and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

- (a) This Agreement
- (b) The General Conditions of the Contract incorporated herein as Articles 7 through 20
- (c) The Plans listed in Part A of Schedule A attached hereto and incorporated herein; and the Specifications referenced in Parts B and C of said Schedule A; provided that in the event of any inconsistency between the Specifications in Parts B and C, the Specifications in Part B shall be controlling.

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

but at least
weekly

ARTICLE 8 ARCHITECT

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on the Architect's observations and an evalua-

tion of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9 OWNER plot plans

9.1 The Owner shall furnish all ~~surveys~~ and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor through the Architect.

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper

execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work ~~under a contract with the Contractor~~ for supplying

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and the project will be broom clean.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents ~~or in the Bidding Documents~~, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each ~~of the principal~~ portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

